## UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA SANTA ANA DIVISION

CREDITOR, Judith Skiba, P.O.Box 1016 Pascagoula, Ms. 39568 228 369 2070

CASE NO. 8:23-bk-10571-SC

Re: Debitor

LITIGATION PRACTICE GROUP

# AMENDED , MOTION IN SUPPORT OF PROOF OF CLAIM

Comes now, Creditor Judith Skiba, Pro Se and states her claim as follows: Ms. Skiba signed a contract in April of 2023 for LPG/Phoenix Law to represent her in debt relief problems (exhibit A) I was not aware that this company was already in bankruptcy, if I was told I might not have signed on with them. They made arrangements to take money out of my bank account on a monthly basis. During the next couple of months I had creditors such as loan companies and credit card companies calling me all day and nite. LPG/Phoenix Law instructed myself to refer my creditors to their office. I still continued recieving calls with threats to law suits against myself. They did not do anything in representing me in my debt, basically they abandoned me. I had call LPG/Phoenix Law trying to get copies of the cease and desist letters that was suppose to be sent along with the certified reciepts. They could not provide me with any letters out of all the numerous times I called. I asked for a proposal letter for my creditors nothing was provided. At this time I had asked for their physical address and told them I would personal pick this information up, they could not give me an address.

page

### +6F3

At this time I called the Better Business Bureau to get an address, when I found out that there were forty-two (42) complaints in one year of this company taking their money and abandoning them. (Exhibit B) At this time, I sent LPG/Phoenix Law a letter stating, that at moment they are fired for violating my contract, abandoning, and fraudulantly taking money from me (Exhibit C) I ask for a refund in regards to the last couple of months of \$594.00, to this day I have never recieved it.

The harm they did to me my credit, my reputation and the emotional distress is impairable. I will never be able to get another loan again, my reputation now is known as some kind of insolvent, and my emotional distress will take awhile to get over.

In April my when I signed on with LPG/Phoenix Law my debt was \$11,423, now my debt is close to \$13,000. with all kind of fees that has been added in the last months. Also I had to spend money with my bank to put a stop to LPG/Phoenix Law taking money from my account.

Before I signed my contract I asked, I am from Mississippi, so if I get sued or have to go to court for anything are you licensed in Mississippi?? They said that they would have someone stand in for them and I would never need to show up.

In the first paragraph of the contract it states,"Phoenix Law hereby agrees to represent you in these disputes without limitation, including initiation of legal action against your creditors, defending any action brought by your creditors against you, enforcing your rights against harassment." In the last couple months I had nothing but harassment from my creditors and nothing was done.

In the paragraph two <u>Performance of Legal Services</u>, it states, you undesistand that the provision of legal services by Phoenix Law will commence immediately after the execution of the agreement, this did not happen.

In the third paragraph of the contract it stated, If your account goes unresolved you are entitled to a refund, I have not yet seen a refund. Also, it states after clause no eight confidentiality under note, "if you decide to preed with filing bankruptcy you may be entitled to a refund of fees paid to Phoenix Law." They claim to give refunds but dont honor it.

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## CONCLUSION

I am asking for twenty thousand dollars (20,000.) for the harm they inflected to my reputation, my credit, and the mental distress they caused. Also included is my refund, bank fees, and regards to my creditors who are trying to sue me.

Judith Skiba

P.O. Box 1016 Pascagoula, Ms. 39568 228 369 2070

<u>Judith Skiba</u>

## **Certificate of Service**

I certify that on the <u>31</u> day of <u>July</u>, service was made of a copy of the foregoing *Motion in Support of Proof of Claim* by sending it through the Electronic Dropbox to Court Clerks Office. Also sending a copy to Richard Marshack US Bankruptcy Trustee in care of Dinsmore&Shohl LLP, <u>christopher.ghio@dinsmore.com</u>.

Judith Skiba P.O.Box 1016 Pascagoula, Ms. 39568 228 369 2070

## Exhibit A

Contract with Phoenix Law



P: (424) 622-4044 | Service@phoenixlaw.co

#### RETAINER AGREEMENT

#### 1. Services

Phoenix Law, a professional corporation licensed under the laws of the Commonwealth of California, hereby agrees to represent you in connection with your ongoing disputes with certain of your creditors listed below (see List of Creditors in Dispute). Phoenix Law hereby agrees to represent you in these disputes without limitation, including initiation of legal action against your creditors, defending any action brought by your creditors against you, enforcing your rights against harassment by your creditors pursuant to state and federal law, and counseling you on the possibility of filing bankruptey1. Phoenix Law will keep you informed of its representation of you and will use all legal means to protect and enforce your rights under state and federal law.

## 2. Fee for Services Contemplated Herein

The fee Phoenix Law will charge for the services being provided to you is set forth below. This fee has been broken down into monthly or other installments to ease the financial burden of such fees on you. The fee is for legal services provided to you by Phoenix Law, as outlined above, and includes all fees and costs associated with Phoenix Law's representation of you. No other fee will be assessed by Phoenix Law and no other cost shall be passed on to you. The fee is earned by Phoenix Law upon receipt due to services performed prior to the collection of such fee, and fees are not held in trust or escrow or used to pay creditors. Any settlement you are required to payin the context of active litigation shall be borne separately by you and is unrelated to the fees you pay to Phoenix Law. Finally, you will not receive invoices or billing statements from Phoenix Law for services performed as the fee you agree to pay for such services is the flat fee contained in this agreement.

### 3. Failure to Resolve Account

The representation outlined herein is designed to bring a conclusion to all disputes with each of your creditors listed below. If an account remains unresolved at the conclusion of twenty-four months after Phoenix Law's representation of you commences, you will be entitled to a refund of all fees paid toward such unresolved account, which you can opt to keep or apply toward the resolution of such account at your discretion. You can also choose to have Phoenix Law continue to work on that account until it reaches a resolution instead of taking a refund, which it will do without limitation. Note that if a lawsuit is pending at the time you reach twenty-four months of representation by Phoenix Law, this provision shall not apply to such account and Phoenix Law shall conclude the representation in such lawsuit. In addition, to be clear, Phoenix Law will continue to represent you after the conclusion of twenty-four months for any account that is resolved to ensure that no creditor attempts to collect upon a bad or resolved debt, or to violate your rights under the Fair Credit Reporting Act by erroneously reporting a resolved debt.

### 4. Debt Settlement or Management

The representation outlined above is not a debt settlement or debt management "program" nor any other form of debt relief or credit repair. You are agreeing to hire an attorney and pay fees to the attorney for services the attorney will provide to you and for work the attorney will perform on your behalf. No promise or other representation has been made to you regarding the payment or settlement of your debts or regarding your credit score or repair of the same.

#### 5. Your Rights and Responsibilities

You agree to execute a power of attorney permitting Phoenix Law to perform certain tasks on your behalf. You further agree to forward all communication you receive from any creditor in dispute, or

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any court or government agency in connection with any creditor in dispute, to Phoenix Law. You may cancel this agreement at any time, but any fees paid for services rendered shall not be refundable. You have the right to speak with your attorney upon reasonable notice, and shall be given regular updates regarding the work Phoenix Law is performing on your behalf. You agree to communicate with Phoenix Law and provide it with all information requested to allow Phoenix Law to represent you. You agree not to disclose the contents of Phoenix Law's representation of you as disclosure to a third party may waive the attorney-client privilege covering communications between you and Phoenix Law.

## 6. Electronic Authorization

You acknowledge that Phoenix Law reserves the right to contact you electronically, which may include but is not limited to communication by email, text message, push notification, telephone, or esignature platform. You understand and agree that such communication involves the transmission of data electronically, which carries the risk of disclosure to a third party regarding financial data and that Phoenix Law will not be liable for any inadvertent disclosure of information. You further acknowledge that an electronic version of this signed agreement will be as valid as the original signed agreement.

7. Professional Liability Insurance

Phoenix Law maintains professional liability insurance applicable to its representation of you. The limit of this policy is \$1,000,000.00 per claim filed by you pursuant to the terms of such policy. Any claim under this policy shall require you to contact Phoenix Law and disclose such claim, including all details regarding the same.

8. Confidentiality

As a licensed professional law corporation, Phoenix Law is bound by the California Rules of Professional Conduct. This includes strict rules concerning the confidentiality of client information (i.e., your information) and the attorney-client privilege.

1Note: if you decide to proceed with filing bankruptcy you may be entitled to a refund of fees paid to Phoenix Law.

1. Licensing

You acknowledge that Phoenix Law is a California professional law corporation and employs or associates with attorneys licensed to practice law in both California and in the jurisdiction in which you reside. Phoenix Law shall maintain an active, licensed attorney in all jurisdictions in which it operates, and you have a right to speak with such licensed counsel. Although Phoenix Law is based in California, it employs or associates with attorneys in all jurisdictions in which its clients reside. Initials *JS* 

2. Performance of Legal Services

You understand and acknowledge that you have contracted with Phoenix Law to perform legal services, and the performance of such services constitutes satisfaction of Phoenix Law's obligation to perform prior to collecting any fees in this matter. You understand that the provision of legal services by Phoenix Law will commence immediately after the execution of this agreement, and that all fees paid are for the work of Phoenix Law in representing you and not for any other purpose, including the settlement of any debt or other debt management service. By initialing below you acknowledge that your read and fully understand this specific paragraph.

Initials

3. Acknowledgement and Understanding

By signing this agreement, you understand, acknowledge and agree that you have not been instructed by Phoenix Law or any agent of Phoenix Law to breach any legal duty you have undertaken.

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including any contractual obligation. You further understand, acknowledge and agree Phoenix Law may terminate this contract if required to do so under any applicable rule of professional conduct, any Court order, any failure to communicate with Phoenix Law where such communication relates to Phoenix Law's representation of you, or any failure to remit payment pursuant to this agreement. You understand, acknowledge and agree that you will forward any and all communication you receive from any creditor in dispute or any court or government agency related to any creditor in dispute, and that you will track any and all telephonic or electronic communication from any creditor or credit reporting agency. You understand, acknowledge and agree that Phoenix Law may obtain copies of your credit report at any time to assist it in the process of representing you in the disputes contemplated herein. Finally, you understand, acknowledge and agree that the fees you pay to Phoenix Law are for its services and not for use in paying or settling your debts.

Client Signature: Judith Skiba

Date: 04/13/2023

### STATEMENT OF CLIENT'S RESPONSIBILITIES

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

- 1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
- 2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
- 3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
- 4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
- 5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
- 6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
- 7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
- 8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.
- 9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
- 10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

Initials JS

#### STATEMENT OF CLIENT'S RIGHTS

- 1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
- 2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
- 3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
- 4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory.
- 5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
- 6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
- 7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters.)
- 8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
- 9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
- 10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Initials AS

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## List of Creditors in Dispute

#	Creditor Name	Account #	Balance
1	FSTHERITAG	44142	\$2,431.00
2	Republic Finance	125124514	\$3,216.00
3	1ST FRANKLIN	863601908909	\$2,314.00
4	Tower loan	2565451	\$2,000.00
5	CREDITONEBNK	4447962618398717	\$509.00
6	MERRICK BK	5463166705331252	\$953.00
Total Balance As of April 24:			\$11,423.00

## Exhibit B

Copies of complaints with the Better Business Bureau



Not BBB Accredited Phoenix Law

Lawyers

View Business profile

## Need to file a complaint?

BBB is here to help. We'll guide you through the process.

File a Complaint

## Complaint Details

Note that complaint text that is displayed might not represent all complaints filed with BBB. See details.

## **Complaint Type:**

Problems with Product/Service

#### Status:

BBB unable to locate business



**Initial Complaint** 

06/23/2023

There is nothing to look into you are stealing my money and forcing me to wait. \*\*\*\* has already caused me to have a mental breakdown with all of the rage and anger he projected on my based on his emotional ties to the case. I was terminated without explanation. And in retaliation of \*\*\*\*\* own personal grudges as we all a discriminatory complaint that I have made as well as have all of the documentation to prove. I have reached out to \*\*\*\*\*\*\*\* office to explain all that has gone on as well as provided all emails. They have provided me with contacts through the \*\*\* BK courts and instructored me to reach out let them know how emotionally unstable \*\*\*\* is acting. My next steps are going to social media, BBB, FTC and the \*\*\* You are have caused me a financial hardship and you are stealing from me an refusing to provide sufficient documentation proving you have the right to steal my money. This is not a slave ship I have worked my a\*\* off for the last year gave up my career in the construction industry because I wanted a change. To only be terminated, stolen from and refused my pay. I pray that you all receive the karma that is owed to you. It is not ok to steal from people nor make assumptions. The truth will set you free and I can not wait to let all of the truth out to the

7/13/23, 8:04 AM Case 8:23-bk-10571-SC Doc 364 Filed 08/05/23 Entered 08/07/23 11:51:12 Description of the companies of the c

world. \*\* as the managing attorney of a business that you came in stole and took credit for I cannot wait to reach out to the state bar and provide my many concerns along with these emails. This provides enough facts that YOU all are stealing from me. \*\* as an attorney like I told you before this should all be done off of facts and not feelings and emotions like \*\*\*\* is basing everything on. Stop stealing and give me my money. I am now requesting to be compensated for every day that I have waited to receive my money that you guys stole from me as if I am some uneducated slave that you can take advantage of!

### Complaint Type:

Problems with Product/Service

#### Status:

BBB unable to locate business



## **Initial Complaint**

06/23/2023

I paid \$4,200 for debt Resolution and my case has been transferred to two other law firms and nothing has been done I can not longer reach the law firm and my debtors are sending emails.

## **Complaint Type:**

Problems with Product/Service

#### Status:

BBB unable to locate business



## **Initial Complaint**

06/21/2023

may 3,2023 and june3,2023 for the amount of 594 total. Phoenix law did not fullfil their agreement that I paid for. They scammed me for money and didnt do anything for it.

#### **Complaint Type:**

Problems with Product/Service

#### Status:

Answered



## Initial Complaint

06/15/2023

I have been dealing with LPG since 2/7/22. They have been taking \$347.78 every month from me and I have seen nothing to fix my credit and no one has reached out to even say that we are in litigation to have my debt resolved. The last three months I have been double charged and this put me behind in my daily living. Times are hard enough and these people claimed they wanted to help. From what I gather this company and Phoenix Law are the same company. There was no notification that a change was being made, now every month this

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**Business response** 

06/19/2023

Phoenix Law is currently reviewing the customer's concerns and will contact them once the review is completed.

## **Complaint Type:**

Problems with Product/Service

Status:

Answered



**Initial Complaint** 

06/12/2023

I was working with LPG law and received frequent correspondence and they were actively helping with my debt resolution. I was then transferred to Oakstone and now Phoenix Law and since then not one of my accounts has been handled by them. I am now being sued by a creditor, have already been sued by one and another one is threatening same. I am literally living in a nightmare with no way out. I am requesting that I get a status update on my accounts and when they were last dealt with. I am also requesting money back due to failure to resolve my accounts that I was forced to now pay in full from the court. This is NOT what I signed up for.



Business response

06/22/2023

Thank you for bringing this matter to our attention. Our legal team spoke to the client and explained about the transition. Per the clients contract, it stipulates the client is only eligible for a refund, if at the end of the term her account was not resolved. However, due to LPG filing for bankruptcy, her account would have to go under review. She was also informed that in her contract it explains the possibility of receiving a lawsuit, and she would be legally represented per her contract. But also, her contract clearly states should she cancel, then she loses the privilege of legal representation, and would have to represent herself. The client understands and wants to represent herself. The cancellation letter and revocation for the \*\*\* clause is already sent as well.

**Complaint Type:** 

Billing/Collection Issues

Status: Answered



## **Initial Complaint**

06/08/2023

I was sent mall from pointbreak financial for debt consolidation. Upon talking to someone there. I was given an amount to pay which was \*\*\*\*\*\* everymonth. Well then they connected me with Galant law. I was told they would contact my creditors. From the begining of January nothing has been done creditors told me that they were never contacted. In march when I one of the creditors took legal action and I called to let them know. I was told that my account was sent to \* without me knowing. I let them knew what was going on. About a week later I get a call talking about they would represent me at court. But I would have to pay additional fees. I cancelled services and asked for a refund. To which I did not get. I also reached back out to point break and told them what was going on. As 06/06/ 2023 I spoke with a representative that told me that phoenix is not answering there phone calls. Have done alot customers the same way.



## **Business response**

06/19/2023

We appreciate the opportunity to respond to her concerns.

We have investigated the customers complaint and our legal team will reach out for a resolution immediately.

## **Complaint Type:**

Problems with Product/Service

#### Status:

Answered



## **Initial Complaint**

05/26/2023

I previously filed a compliant on 4/17/2023 (case #\*\*\*\*\*\*\*\*) against \*\*\*\*\*\*\*\*\*\* which changed to \*\*\*\*\*\*\*\* Practice Group, for debt resolution services. Since filing my complaint I was told by BBB that LPG filed for bankruptcy. However I got a voicemail on 4/11/2023 from a "new" law firm, Phoenix Law, saying they took over from LPG. I contacted them on 5/8/2023 after I received the BBB's response to my prior claim to see if what they were claiming was real or not. They claimed again to have taken over all of LPG's accounts/contracts and that they would continue to represent me. I was assured that they were a serious law firm and that my accounts would be properly dealt with and in a timely manner. I was asked to sign a power of attorney e-document straight away, to have representation as soon as possible. I was to be contacted for a full debrief of my accounts and next best options within the following 24 hours. I asked for a written report, instead of a call for tangible proof of what he was claiming. This never happened and this alerted me to a repeating mode of operation similar to what LPG had done before. I also sent them the attached notice of court order to appeal the judgement that LPG failed to represent me as per their contractual obligations. Nobody acknowledged or

7/13/23, 8:04 AM Case 8:23-bk-10571-SC Doc 364 Filed 08/05/23 Entered 08/07/23 11:51:12 Desc Main Document Page 16 of 27 reverted back to me as promised Finally, today 5/25/2023 I called back in response to a

reverted back to me as promised. Finally, today 5/25/2023 I called back in response to a voicemail left yesterday. The person I spoke with had nothing factual to say or prove that they were serious in their claims, instead leading me nowhere. I called them out, and stated that I wanted a full refund of the total amount I had already paid to LPG \$22,197.71. They swiftly terminated my agreement and told me to contact them in 24/48 hours to get a status on my refund request. I do not trust that they will refund me and am asking for your support to get my monies and to investigate their conduct which I believe to be a renewed ploy from LPG under a new name to scam other victims.



## **Business response**

06/05/2023

We appreciate you bringing this issue to our attention and we are very grateful for the opportunity to respond. Your concern is escalated to our legal team for review and someone will reach out to you immediately to help you resolve all your concerns. We apologize for any inconvenience this has caused you and we look forward to providing you with further assistance.

## **Complaint Type:**

Problems with Product/Service

#### Status:

Answered



## **Initial Complaint**

05/22/2023

Ive been paying LPG initially over 700 dollars and went down to over 500. I have only 2 payments left. I almost paid them total of \*\*\*\*\* but they did not do anything with my account. They charging full charges and Im getting judgement and garnishment. Now they transferred my account to \*. I gave them a call and theyve been giving me the run around for a month now. I talked to 2 people \*\*\*\*\* and \*\*\*\*\* and they just keep saying legal department will call me back but Ive been waiting for weeks. I requested a refund and I was told they cannot promise that and my payment will be a waste of money if I cancel them now. This business is trying to get money for the people already struggling. Im seriously thinking theyre a scam. For that amount of money. They did not do anything to fix my debt.



## Business response

05/26/2023

Our records indicate that the client has been assisted with her concerns by management. Adjustments were made to her account and a detailed update was handled by our legal department for further clarification. The client understood and we look forward to the successful completion of her program.

Complaint Type:

Problems with Product/Service

Status:

Unresolved



**Initial Complaint** 

05/22/2023

had authorization to work with me to help me remove medical debt and also previous charge offs from my credit reports in addition to helping me get relief from existing debts. They stressed how much experience they had in working with creditors and help get me back on old creditors and resolve ALL of my debt for a reduced amount plus get the charge offs removed from my credit and once again my credit would be back on track in two years. I account monthly. Since August 2022, the company has not worked on my behalf according to they were transferring my account to Consumer Legal group. I did not request the transfer and also emailed the company but no response. I went on the website to find a number for the Managing Attorney (\* Welcome Packet. I spoke to his assistant and asked for a return call. Attorney March never called. His assistant mentioned my account was transferred to Oakstone not Consumer Legal Group. When I called Oakstone, they indicated they did not have my files. I called and emailed Consumer Legal Group indicating I don't have an agreement with them and requested a refund plus a status on Consumer Legal Group indicated I must cancel my agreement. I indicated that I don't have any agreement with them and let the rep know they did not have authorization to contact my creditors not withdraw any money from my bank. On 3/29/23, I received a welcome email from Phoenix Law indicating my file was transferred to their company. When I called to get an update on my file, they indicated they did not know the status of my creditors. Also, if I want to cancel my enrollment, I need to contact a senior compliance officer. I instructed the rep not to take any money from my account, asked for an email of the status of my account with my company of my agreement with them. The rep indicated I would get an email. No response was received. On April 4, 2023, I contacted Phoenix Law Group and spoke to their Senior Compliance \*\*\*\*\*\*\* \*\*\*\*\*\* indicated my files along with others were transferred to Phoenix Law group for handling. \*\*\*\*\* could not tell me anything about my account. I asked for a copy of my agreement with Phoenix Law and also a refund. He then transferred me to his manager \*\*\*\*\*\*\* In chatting with \*\*\*\*\* she basically reiterated what \*\*\*\* said but also mentioned her company has approximately \*\*\*\*\*\* cases and angry consumers they are trying to handle. She BBB.org complaints but she could not do anything about it. She mentioned to me to stop sending emails to the senior attorneys and said she was trying to help me get my refund. \*\*\*\*\*\*\* told me to resend my request for a refund to the same email address but remove the attorneys names. She indicated she would cancel my contract (never produced a contract) and process the refund. The call ended. I resent the email on April 4, 2023, requesting the refund. To date I have not received a refund and I still don't know the status of my account with my creditors.



## Business response

05/30/2023

We have reviewed the customer's internal file. Per her request, we have cancelled her debt resolution plan effective 5/11/23. Confirmation was sent to the customer via e-mail the same day. Additionally, our legal team reached out to the client and provided additional clarification for an amicable resolution. Phoenix Law has helped guide thousands of clients down the path to becoming debt free. We would be happy to assist her if she chooses to re-enroll in the future. We hope this clears up any questions or concerns. Thank you.



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## Customer response

06/05/2023

Complaint: 20089603

I am rejecting this response because: The representative from Phoenix Law called me over a week ago to get my bank information to issue a refund. I have not received a full refund.

Sincerely,	
**************************************	

Complaint Type:
Problems with Product/Service
Status:
Answered



## **Initial Complaint**

05/22/2023

I have been paying for services over the course of 3 yrs, without there being any solutions. Been transferred 3 times w/o my knowledge/permission. I signed legal documents when started services stating that a refund would be made available if I was not satisfied. When I was transferred to Oakstone, they told me March would be my last payment. When I called spoke to a 2 representative, that person had stated that my last payment would be in April. When that was raise for concern, I asked to speak to a manager, was told the manager would call me. Never received a call back. I had call #3&I expressed my concern I was told by that representative that I owe 6mo worth of payments. When I had expressed the urgency for a manager, I was told one would be in touch with \*\*\*\* called and nobody answered. I left a voicemails & nobody returned my phone calls. I emailed & nobody responded to my emails. Then I found out my case was transferred for a 3 time. A representative I had spoken with from your company stated that a refund would not be possible, which is a concern for me. The

7/13/23, 8:0 Case 8:23-bk-10571-SC Doc 36 Meni Filed 08/05/23ett Fatered 08/07/23et 1:51:12 Desc Main Document Page 19 of 27 representative had stated that you expect a monthly payment for the month of March and April, which would amount to roughly \$340,&that I would continue to get services at no cost. She also told me that when my case was transferred that your company did not receive payment. Then I was transferred to a manager, who then told me that I would need to provide the transaction history to the refund department, who does not take calls from clients, &later in conversation, proceeded to tell me that theres a transaction history is on file. Why do I need to provide my transaction history if it is already on file? How did you not receive payment if you have a history of my transactions? Why provide me services for only \$340? A refund is something that I am entitled to. There is a major concern especially when a representative told me that a refund would not be possible. I was advised to cancel acct and attempt to collect refund by new attorney.



## Business response 05/26/2023

We appreciate the opportunity to respond to his concerns. Please note that Phoenix Law is a completely different entity with LPG and Oakstone. Based on our records, Our legal team and the client reached an amicable resolution; As explained, the client understood that we did not charge his account. A follow up call with the client has been set to confirm if he receives his adjusted statement. Phoenix Law has guided thousands of consumers through the path to financial freedom and we are confident that the resolution we presented clears up any concerns. If he has any further questions, he is invited to contact our customer service department directly.

1 2 4 Next

\*Some consumers may elect to not publish the details of their complaints, some complaints may not meet BBB's standards for publication, or BBB may display a portion of complaints when a high volume is received for a particular business.

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**BBB Rating & Accreditation** 



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Years in Business: 21

Customer Reviews are not used in the calculation of BBB Rating

Reasons for BBB Rating

## Contact Information

- Los Angeles, CA 90045-9205
- Visit Website
- (424) 622-4044

## **Complaints Summary**

- 42 total complaints in the last 3 years.
- 42 complaints closed in the last 12 months.
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Not BBB Accredited Customer Reviews
Phoenix Law

Lawyers

View Business profile

28 Customer Reviews

Alton G

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07/17/2023

I was with LPG paying over \$551.09 a month almost a year and then without notice switched to Phoenix Law pc. I called Phoenix law after a month from recieving an email saying they took over the account and would call me in a day or so. When I finally talked to them they said they were gonna continue the plan and all looked really good, but no specifics were discussed just vague responses. Now 2 months later the don't even answer calls. You get put on hold for a half hour and then they hang up. Now I'm being taken to court by creditors. LPG and Phoenix Law PC are both scams.

Judy B

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07/17/2023

Niloofar B

☆☆☆☆☆

07/16/2023

I was told that I qualified for a loan to pay off my credit cards and told not to pay on them because it would be easier for LPG to dispute charges of hidden fee that are charge on your credit cards. My credit score went from a 600 to a 400. I have had many calls to them. Then I

7/28/23, 9:0 Case 8:23-bk-10571-SC Doc 364 norr Filed Reversed Reversed Reversed 11:51:12 Desc Main Document Page 22 of 27 got transferred to Phoenix law without my knowledge and permission. Im paying them \$350 a month for almost a year to find out that they don't pay off your credit cards that is a to pay attorney's to only dispute and I still have all my creditors calling me and now I'm even further behind. I am so disappointed that I am right back where I started or worse! I got emails from some companies trying to help us to \*\*\* them so Im going to stop the payments and take legal action.

## Kattherine A



07/11/2023

I was miss represented. I was told that I qualified for a loan to pay off my credit cards and told not to pay on them because it would be easier for Phoenixlaw to dispute charges of hidden fee that are charge on your cret cards. My credit score went from a 620 to a 400. I have had many calls to them. Now I am finding out I have paying them 250 dollars a month since March to find out that they don't pay off your credit cards that is a to pay attorney's to only dispute and I still have all my creditors calling me and now I'm even further behind. I am so disappointed that I am right back where I started or worse and now have to work 2 jobs to maintain my monthly bills.

## Jessica F



07/07/2023

PLEASE BE WARNED - DO NOT WORK WITH PHOENIX LAW or any of their associates or subsidiaries, If you have read any of these reviews, you will see a pattern. Like many others, I they were and they just started taking money from my account. After drilling down I realized it was in the same amount as my previous contract with LPG, despite no agreement. I finally found thru research some basic information needed to contact them and have been stuck in a loop ever since. My final payment is today for the contract I originally started with \*. I have a very lengthy backstory and paid over \$15k to \*\*\*\*\*\*\*\*\* / LPG / Phoenix Law. I have documentation, records, and notes. There are so many of us that have been taken advantage of by this group - by people we trusted to help us. The people you are robbing of their hardearned money are people already struggling. My husband and I have worked 2 jobs for several years now trying to get out of debt caused by medical issues years back. Despite all our payments we've been sued multiple times, for amounts well above our original debts (for late fees and missed payments from when this company 'took over our accounts for us'). These companies "change" or "transition your files" so they can continue to get away with it. Someone must hold them accountable for this fraud.

Peter B

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07/07/2023

I have owned a law firm in \*\*\*\*\*\*\* for almost 15 years named Phoenix Law. Over the last several

7/28/23, 9:0 Dase 8:23-bk-10571-SC Doc 364hoeFiled (08/05/28-tterEntersed (08/07/20): 11:51:12 Desc months I have received several hundred calls from upset clients of this company. I have tried to reach out to them to see how I could help their clients and no one would ever call me back. My firm has been receiving negative reviews and complaints because consumers cant find this company. From talking to several hundred of there clients, I would exercise extreme caution using this company.

Deb A



07/06/2023

I also started out with LPG law. In February, I was notified of being transferred to \*\*\*\*\*\*\*\*\*\*\*. I never received a call from them. In March, I was served paperwork for court proceedings to one of my accounts, Could not get in contact with LPG. Contacted Oakstone law by email and phone. No response. About 3 weeks later i get an email from an Attorney who was going to represent me, and that \*\*\*\*\*\* referred him to me. He did represent me. I still never heard anything from Oakstone. Then I get an email I have been transferred to Phoenix Law. I've tried contacting them by email and left messages. No response. When I was served the paperwork for court, I put an immediate stop to my payments to LPG. End of June, they attempted to withdraw money, but it was denied to them. I'm in worse financial shape now since joining LPG. than i was before. They did not fix anything for me as promised. I've paid \$517/month for 2 1/2 years. What a waste of money. I know I'm not going to get a refund, but I want to discontinue whatever they are supposed to be doing for me, I'm not paying them anymore. I need to figure out what to do with my debt now. I'm being contacted by Debt Collectors. If I could give these companies a zero star, I would. I've been scammed out of alot of money. This is fraud. I want to discontinue whatever LPG/Oakstone, Phoenix law was/is supposed to do for me. I'm terminating my so called financial relationship with these companies, do not do business with these companies. They make things worse, and they don't want to contact you or return phone calls or emails.

William B



06/25/2023

We started out with LPG for debt consolidation. After about a year down the road we decided to go a different route so we contacted LPG and told them we were going a different route in our debt situation and we were cancelling. All went well, or so we thought. Several months later we have these charges at our bank where money has been taken out of our account by some name we didn't recognize. We went to our bank and disputed the charges and by then overdraft fees. The bank gave us a phone number to call, so we called the number only to find out who we were dealing with (LPG) had sold out to Phoenix Law. Well, LPG failed to let Phoenix Law know that our account had been cancelled and was not longer valid for over 6 months. We finally, after multiple attempts, messages left, and more calls to Phoenix Law to refund us our money finally got to speak to someone. After going back and forth for almost a month playing phone tag got to speak to someone. Well that someone didn't know what we were talking to kept transferring us to different one's which by the way didn't know what they were doing or what was going on. After over a month we finally got ahold of a lady that said she seen where our account had been cancelled for over 6 months and didn't know why money was taken out of our bank account. So we finally had to get out lawyer involved just to try and

get us our money back that was taken without our permission. As of today we still haven't received our money, our lawyer if involved now. I'm hoping this will be resolved soon as it has surely put a hard ship on our family. We work too hard to have money taken so easily by someone and it's almost impossible to get what's ours to begin with back to us. Not a good way to do business for sure!!! I would give this company a -0 if I could!!

Kenneth W



06/20/2023

This law firm illegally remove money from my bank account.



## **Phoenix Law Response**

06/22/2023

We appreciate the opportunity to respond to his concerns. We have investigated the customers complaint and our legal team will reach out to the client for an amicable resolution. We sincerely applicated for any frustration this has caused.

Shellie F



06/17/2023

I was originally working with LPG from January 2021 till February 2023, then LPG transferred until I had a fraudulent charge of \$123.26 from them on April 19th, 2023, I spoke with a representative of OLG and they told me I will be refunded the amount and the overdraw fee of \$35 within 10 business days. on the 11 business day, my contract was transferred yet again with no notification from Phoenix Law on 05/28/2023.they tried to withdraw money out of my account without contacting me and again in 06/07/2023 this is when I have closed my account before they they have tried it again. OLG and PL from the number that I had on file with them and both of the numbers kept being sent to the voice mail of PL to find out what was going on. I had to call from a family member's phone and the call went through. I informed PL that I wanted to cancel due to a lack of communication and that I was tired of being thrown around from company to company. I told him I want my money back to cancel. PL said that I was not due any refund because I was not in the program long enough, when I was originally with LPG there was no minimum length of stay in their contract and I have it in writing. I have made 38 payments of \$123,26 I want my \$4683,88 back. So please help me get it back. They havent closed my account down on and I would like to see that it is done and them sending me my money back due to non of the accounts where paid for and closed...









☆ ☆ 2.75/5

Average of 28 Customer Reviews

### Contact Information

- 3347 Michelson Dr # 400 Irvine, CA 92612-1692
- Visit Website
- <u>(424) 622-4044</u>

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## Exhibit C

Letter to Phoenix Law asking for refund

June 12, 2023

Phoenix Law 6080 Center Dr. 6th floor Los Angeles. Ca. 90045

Dear Phoenix Law,

As of June 12, 2023 your company, Phoenix Law and it's employees' will be no longer employed with myself Judith Skiba. You have violated our agreement, so at this time any contracts or agreements are voided. You will not have my permission to access my bank accounts for any reason what so ever. At this time I am demanding a refund of \$600.00 of what has been taken out of my account.

I will provide you two weeks, from the time you recieve this letter to refund my \$600.00 or I will have the Los Angeles F.B. I. office knocking on your door ready to arrest your company for Fraud. I am also contemplating a lawsuit for (\$10,000.) ten thousand dollars for Fraud. At this time alot of damage has been done to my self in regards to my creditors and I do not want to file for bankruptcy. I also will file a complaint with the Better Business Bureau, along with the twenty-eight complaints that was previously filed.

July Sulve

Judith Skiba P.O. Box 1016 Pascagoula, Ms. 39568 228 369 2070